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CIRCUIT COURT FOR CHARLES COUNTY
MARYLAND

AISHA ALSTON
[redacted]

NANA A. OSEI
[redacted]

Plaintiffs,

v.

ZACHARIA ALI
[redacted]

Defendant.

Case No.: C-08-CV-24-000145

COMPLAINT

NOW COMES, Plaintiffs, AISHA ALSTON and NANA OSEI, by and through their attorneys, Samuel Q. Elira Sr., Esquire, and THE ELIRA LAW FIRM, LLC, file this Complaint against the defendant, ZACHARIA ALI (also known as ANTOINE WARREN), and states as follows:

PARTIES

1. The plaintiff, Aisha Alston, is a resident of Prince George's County, Maryland, and a single widow with two children.

2. The plaintiff, Nana Osei, is also a resident of Prince George's County, Maryland.

3. The defendant Zacharia Ali is a resident of Charles County, Maryland. Mr. Ali presented himself as the chief operating officer of a company called ZAR Capital Group with offices in Philadelphia, Pennsylvania.

JURISDICTION AND VENUE

4. Jurisdiction and venue are proper in this court pursuant to §§ 6-102(a) and § 6-201 of the Courts and Judicial Proceedings Article of the Maryland Annotated Code.

FACTS

5. Plaintiff Aisha Alston, has over 15 years in the field of education and wellness. She is certified as an educator, wellness coach, holistic life coach, group fitness trainer and certified personal trainer. The plaintiff brings a wealth of knowledge and holistic experience to women and girls. It is her endeavor to help women and girls heal and thrive holistically.

6. Around 2016, plaintiff Alston lost her husband to cancer, leaving her a single mother to two young children at the age of 39. In fact, within seven years, the plaintiff lost her mother, her father, her husband, and her brother.

7. The plaintiff was a wellness entrepreneur who had previously owned a natural body care line and was a dedicated fitness instructor with dreams of opening her own wellness center.

8. Plaintiff Nana Osei was an e-commerce entrepreneur with a background in small-scale real estate investments.

9. The defendant described himself as the founder, chief executive officer, and managing member of ZAR Capital Group, a specialized advisory and investment services successfully bridging the proverbial gap.

10. Plaintiff Alston met the defendant in a local gym Prince George's County in December 2018. Upon their interaction, the defendant appeared to plaintiff Alston to be an upright gentleman.

11. Although plaintiff Alston had never met the defendant at the gym, as a fitness professional, plaintiff Alston was used to chatting with other members of the gym. From the beginning, the defendant expressed more interest in plaintiff Alston than other gym members normally would. Plaintiff Alston was flattered by the attention.

12. Plaintiff Alston and defendant exchanged telephone numbers and began to talk, chat, and video call each other often. While they courted, the defendant informed plaintiff Alston that he had been watching or paying attention to her for three months preceding their meeting in December 2018. By February 2019, plaintiff Alston and defendant were in what seemed to plaintiff Alston like a romantic relationship.

13. As a young widow with low self-esteem and low self-confidence, plaintiff Alston was flattered that anyone was paying attention to her. Plaintiff Alston was also dealing with depression and was extremely vulnerable. As a result, the defendant's attention was a welcome development in the plaintiff's life. The plaintiff believed she had encountered a divine opportunity when she met the defendant.

14. As plaintiff Alston's feelings for the defendant grew, they began to talk about building a life together. The defendant would share intimate details about his life and family with plaintiff Alston, and plaintiff Alston did the same. Plaintiff Alston met the defendant's family, including the defendant's father and children. The defendant even visited plaintiff Alston's father with plaintiff Alston and her children at the nursing home.

15. During these encounters and interactions, the defendant gained plaintiff Alston's trust more and more. Soon, the defendant could do no wrong as far as plaintiff Alston was concerned. At this point, the defendant began to share his goals and strategies of forming a "Multi Level Marketing (MLM) business (ecosystem)." The defendant expressed that he had

teams and businesses already in place. Plaintiff Alston believed that the proposals were genuine or at least had some credibility.

16. Soon, the defendant was prodding on the plaintiff on, saying "My woman can't just be a fitness instructor only making $25 an hour . . . I'm going to make you the Oprah Winfrey of health and wellness." This sounded great to plaintiff Alston who had previously expressed to the defendant her desirer to open a wellness studio and other related wellness businesses to support marginalized communities. Plaintiff Alston believed that the defendant being a savvy businessman and her being vulnerable and in love with him, the defendant's words were true.

17. The defendant expressed a strong interest in helping plaintiff Alston to revive her business and take it to the next level by integrating the business into the ecosystem he had built with other brands. The defendant repeatedly assured plaintiff Alston that he would connect her with industry experts, including 2020cg LLC, a global business development, strategic advisory, and management consulting firm. Their goal was to develop an international brand that would not only secure plaintiff Alston's financial future but also create generational wealth for her and her children.

18. The defendant pledged that, using his extensive experience and valuable connections, he would assist `his girl' in relaunching and expanding her brand, capitalizing on the growing trend of CBD oil, a hot and popular ingredient known for its versatile health benefits, according to WebMD. The defendant claimed that he had successfully orchestrated similar ventures in the past and that his connections would undoubtedly propel plaintiff Alston to new heights. Plaintiff Alston was deeply excited and smitten with the defendant. She viewed this opportunity as the answer to her prayers, especially as a widow seeking a fresh start.

19. In May or June 2019, plaintiff Alston and defendant started the process of creating UBU Wellness Corporation to place the plaintiff in the defendant's "MLM Business Ecosystem." While plaintiff Alston had some reservations, the defendant repeatedly assured her that she would indeed be the face of the wellness brand, and plaintiff Alston believed him.

20. The defendant proposed and demanded the sum of $50,000 as an initial investment, for a website and marketing materials. The funds were transferred to the defendant in various amounts between April 19, 2019, and January 10, 2020. The total sum plaintiff Alston transferred to the defendant was $51,505.

21. As an advance of sorts, plaintiff Alston transferred $25,000 to the defendant for the defendant's team to create a website and to prepare marketing materials. The defendant did not complete either the website or the marketing materials. The actual price for the website and marketing materials was $50,000, but the plaintiff could not afford it.

22. The defendant asked plaintiff Alston if she had any family or friends (excluding the defendant) who would be willing to assist plaintiff Alston with the remaining $25,000. In fact, the defendant would later describe the $50,000 combined 'investment' as the low end of what was required of plaintiff Alston. At this point, plaintiff Alston became apprehensive because this was contrary to assurances the defendant had previously given to her when he was trying to persuade her to part with the money.

23. Shortly after the defendant asked about the remaining $25,000, plaintiff Alston began to reach out to family and friends for financial support. Meanwhile, the defendant continued to press that this was an opportunity that plaintiff Alston could not afford to pass up. Considering that plaintiff Alston had already spent $25,000, she felt even more pressure to find the remaining $25,000 to attain what the defendant described as "the low end." The defendant

continued that this could change plaintiff Alston's financial trajectory. At this point in the life of plaintiff Alston and her children, this opportunity seemed extremely important.

24. While plaintiff Alston was reaching out to her friends, a friend of more than 15 years at the time, Plaintiff Nana Osei, inquired about the business endeavor. Plaintiff Alston explained to plaintiff Osei what the defendant had assured and promised to plaintiff Alston that the defendant had a business opportunity that he wanted to share which was to have plaintiff Alston become the face of a particular wellness brand and chief executive officer of the company they were creating.

25. Plaintiff Osei was extremely excited and wanted to support plaintiff Alston as best she could because she knew about plaintiff Alston's passion in helping other women, especially widows and single mothers. The wellness studio would be a blessing to support those who needed it the most. Because plaintiff Osei believed in plaintiff Alston and in plaintiff Alston's vision, plaintiff Osei was willing to invest in the newly formed Nevada Company.

26. Once plaintiff Osei expressed that she was willing to support plaintiff Alston financially, the defendant suggested that plaintiff Osei increase the investment to $50,000. $25,000 was part of the original investment, while $25,000 was for "services" to be rendered to the business in the future.

27. A few months after plaintiff Alston and plaintiff Osei completed the $50,000 payment to the defendant, the defendant asked plaintiff Alston if she could ask plaintiff Osei to invest an additional $10,000 for 20 percent of the new company. The defendant explained that the plaintiff would have 50 percent, he (the defendant) would have 30 percent, and Nana Osei would have 20 percent.

28. When the defendant saw that plaintiff Osei had some money, he focused on her. The defendant expressed his interest in plaintiff Osei being part of the defendant's MLM Business Ecosystem as well as a "Moringa Cartel." For this additional proposal, plaintiff Osei was to wire an additional $40,000 to the defendant. To this end, the defendant informed plaintiff Alston that plaintiff "Nana is going to wire $40k to the UBU Wellness account, but it's for Moringa Cartel, so send me the wire."

29. Meanwhile, the defendant began to create various partnerships with other brands and companies, saying he was doing it on behalf of plaintiff Alston and their UBU Wellness Corporation. The defendant used these partnerships to create financial obligations which plaintiff Alston did not incur and had no knowledge how they were incurred. The defendant would then make it seem as if plaintiff Alston, as the CEO, was responsible for the losses because of her inability to manage the company.

30. Plaintiff Alston would later admit that due to the nature of their relationship, the defendant made financial commitments on her behalf for which she had to make payments to cover. The defendant would often ask plaintiff Alston to send unspecified amounts of cash here and there to pay for this or that, and she trusted and complied.

31. The defendant would often say that he met these third parties and made certain partnerships without plaintiff Alston's knowledge or understanding. The defendant would inform plaintiff Alston afterwards and compare her to other women in his MLM Business Ecosystem. On several occasions, the defendant would state that his team did not think that plaintiff Alston was CEO material and did not see any benefit in working with her. Having built up plaintiff Alston and obtained money from her, the defendant sought to push her off by destroying her self-esteem.

32. Plaintiff Osei for her part alleged that in the Spring of 2019, plaintiff Alston approached her with a business opportunity. During one of their workout sessions, plaintiff Alston introduced plaintiff Osei to the defendant. They quickly established a friendly rapport and engaged in lively discussions about entrepreneurship, investment, and the importance of ownership within the black community.

33. The defendant seemed particularly passionate about Multi-Level Marketing (MLM) and its global impact. The defendant revealed his ambitious plans to create a MLM venture that could rival industry giants like Amway, speaking with fervor and conviction.

34. The trio quickly formed what plaintiffs thought was a business acquaintance, and their communication deepened. In fact, the defendant accompanied plaintiff Alston to plaintiff Osei's birthday party in the new year, where they delved into defendant's supposed extensive business ventures across Africa, South America, the Middle East.

35. The defendant presented himself as a shrewd businessman with a wealth of experience, an expansive network of connections, and an unshakeable commitment to integrity. The defendant's impressive biography on his companies' websites lent credence to his claims. The combination of the defendant's charisma and plaintiff Alston's unwavering enthusiasm for the project led defendant Osei to believe that this was a promising and secure opportunity.

36. Plaintiff Osei, however, questioned plaintiff Alston, trying to gather as much information as possible about her partnership with the defendant. Plaintiff Osei also did her best to find as much information on the defendant and his company, Zar Capital. The due diligence revealed a man named Zacharia Ali who practiced Islam and a multitude of websites listing his various business ventures and social media endorsements. This information appeared consistent with stories the defendant told about himself as Zacharia Ali.

37. The trio would, using the defendant's supposed expertise and trusting him, establish a business venture focused on CBD-infused personal care products. The defendant presented official looking documents, which were prepared, outlining the ownership structure of the business. Plaintiff Alston was allocated a 50% ownership, the defendant was allocated 30%, while plaintiff Osei was allocated 20% ownership.

38. According to plaintiff Osei, she and plaintiff Alston then made investments through wire transfers total over $110,000.00 . These transactions were conducted through the defendant's `umbrella businesses,' namely CBD Switch Holding Corp and ZAR Capital, with an intermediary being GC Worldwide, LLC. The defendant instructed plaintiff Osei to initiate the wire transfers into a Navy Federal Account.

39. In addition to "investments" as described above (the CBD skincare line), the defendant saw more opportunity with plaintiff Osei and sought to exploit her. The defendant presented plaintiff Osei with yet another investment opportunity. The defendant said that he had established investments in one of the fastest-growing economies in Africa, which greatly intrigued plaintiff Osei. This venture seemed low risk because it involved an established business centered around the Moringa plant in Ethiopia. This was to become the Moringa investment.

40. The defendant extended a proposition for plaintiff Osei to become a brand ambassador for a product line that she could help create and promote. The defendant sent to plaintiff Osei a wealth of previous informational research, business plan, mockups, diagrams, charts, business forecasts, and case studies. With all the information presented plaintiff Osei believed this was a good opportunity and invested an additional $40,000.

41. Together, plaintiff Osei and defendant founded what plaintiff thought was a company known as the "Moringa Cartel." In an email, the defendant outlined how ZAR Capital

Group would assume responsibility for assisting in the establishment of the Moringa Cartel website, drafting a comprehensive business plan, and aiding in the setup of operations in Ghana.

42. According to the contract, plaintiff Osei was allocated 40% ownership of the new company and a potential exit strategy involving a buyout by another one of the defendant's companies, Wealth in Wellness. Plaintiff Osei would come to realize that what the defendant presented as a promising opportunity was a well-orchestrated plan to defraud plaintiff Osei.

43. Once the money was sent and paperwork signed, the problems began. Plaintiff Osei began to have grave concerns and unsettling feelings that she had just been defrauded. When plaintiff checked business registrations on the state of Nevada's business portal, she learned that only the company formed between plaintiff Alston, the defendant, and plaintiff Osei existed. Furthermore, neither the defendant's name nor plaintiff Osei's name appeared as co-owners of that company. Plaintiff Alston herself was listed as the president, secretary, treasurer, and director of this entity.

44. Plaintiff Alston also discovered that the second business venture between her and the defendant, Moringa Cartel, did not exist. There was only a mere reservation of the business name, which by law expired three months after the reservation. Contrary to the defendant's claims, there were no records indicating its legitimacy as a domestic corporation. Plaintiff Osei had deposited a significant amount of money with the defendant, had signed documents for the company, but there was no evidence that the company for which money was deposited and documents executed ever existed.

45. Having transferred $100,000 to the defendant, plaintiff Osei had no alternative than to rely on the defendant for updates. Plaintiff Osei consistently requested communication from the defendant, using resources available to her. Plaintiff Osei practically pleaded with the defendant to be transparent and to provide her with an honest account of the situation. In

response, the defendant would send a handful of motivational texts and updates designed to placate plaintiff Osei. Communication remained sparse, and plaintiff Osei found herself desperately seeking information about the $100,000 she thought she invested.

46. Plaintiff Osei turned to plaintiff Alston, thinking that being the defendant's romantic partner she may have some information. Plaintiff Osei learned that the romantic relationship had ended when the defendant received all of their money and after the formation of the company.

47. Meanwhile and in spite of the above, on or about December 29, 2020, plaintiff Alston and plaintiff Osei sent an email to the defendant stating that it was notice to the defendant for the proposed dissolution of the company, along with all partnerships involved. The plaintiffs requested "that any financial investment associated be returned." The pair also informed the defendant that they did not wish to sell back any shares. Rather, they wanted to dissolve the business entity and retain all intellectual property associated with it. They offered legal representation to draft a formal letter if desired.

48. On the same December 29, 2020, the defendant responded to the mail. The defendant thanked the plaintiffs and stated that he would advise his attorneys "upon our return." The defendant promised that his attorneys would reach out to the plaintiffs and plaintiffs could connect his attorneys with the plaintiffs' attorneys "as to how they'll proceed."

49. Neither the defendant nor any of his attorneys reached out or otherwise contacted either plaintiff regarding the plaintiffs' request to terminate the business entity and return their money.

50. More than three month later, the plaintiffs again sent another email to the defendant citing his reply of December 29, 2020, to their demand that the business entity be terminated and their money returned.

51. On April 5, 2021, the defendant finally replied to the email of December 29, 2020. The defendant listed five hurdles the plaintiffs must go through to get their money back. Realistically, the defendant informed the plaintiffs that they could not get their money back because upon going through some of these hurdles, there would be nothing to return to the plaintiffs.

52. The defendant stated that his attorneys "went through the docs for UBU pertaining to the options on the directions to be task given the following considerations." First, "[t]here is an agreement with Alexis that is in default. Second, [t]here is an agreement with myself which is in default." Third, "Nana's promissory note is also in default." Fourth, "[t]here's a distribution agreement in place for the products to be sold with CBD Switch Brazilian distributor." Fifth, [t]here's also an accrued arrears for work performed by the team that was anticipated to be recouped upon the capitalization and sales of product by the company." Finally, the defendant asserted that "if a dissolution of the company was to take place, these items would need to be remedied before any assets would be distributed to the existing shareholders. The defendant listed the shareholders as: All Things UBU LLC, CBD Switch Holding Corp., and Nana.

53. Alternative, the defendant offered that "the easier route is for CBD Switch to pay out what All Things UBU and Nana has contributed which I originally suggested via a share purchase agreement and take over the assets and liabilities of the company which would also allow for Nana's note to be paid."

54. For over six months, plaintiff Osei sent several reminders to the defendant regarding the return of her funds. The defendant would from to time confirm over WhatsApp that plaintiff Osei's money would be returned upon his partner's return from their travels. However, the specified dates would came and pass, and there would be no return of plaintiff Osei's funds.

Plaintiff Osei was persistent with her communication. She used all the contact information to which she had access, but the defendant failed to respond. It began to dawn on the plaintiffs that they had been defrauded and that their money was gone.

55. As of February 2023, the plaintiffs had yet to receive their money or any updates or further communication regarding the business or the whereabouts of their funds. Feeling frustrated and tired, they began to reach out to anyone associated with the defendant in an effort to locate and contact him. However, the defendant had disappeared.

56. In response to their attempts to communicate with his business associates, where they displayed their text messages and sought assistance in locating the defendant, the defendant sent to plaintiff Osei a cease and desist letter for defamation of character through email and a WhatsApp text.

57. Nevertheless, on September 20, 2023, the defendant, as complainant, sought criminal charges against plaintiff Osei in the District Court for Prince George's County, Maryland. The plaintiff was charge with the following: one count of Stalking, in violation of MD Criminal Law Code Section 3-802(c); one count of Electronic Communication Harassment, in violation of MD Criminal Law Code Section 3-805(b)(1); one count of Electronic Communication Harassment – Minor, in violation of MD Criminal Law Code Section 3-805(b)(3); and one count of Harassment – a Course of Conduct, in violation of MD Criminal Law Code Section 3-803.

58. The case was scheduled for a preliminary hearing or inquiry on November 6, 2023, but was continued to December 4, 2023, because counsel was new in the case. On December 4, the matter did not go forward, no reason was stated on the record, and the matter was continued to March 4, 2024.

59. While the above charges were pending against plaintiff Osei for her efforts to obtain a response from the defendant concerning her $100,000, the defendant on October 24, 2023, sought to obtain a peace order to prevent plaintiff Nana Osei from attempting to get a response from him about her money.

60. On October 24, 2023, the defendant sought a peace order against plaintiff Osei in D-05-CV-23-826131. According to the records, the case was heard on October 24, 2023, and the peace order denied.

61. Financially, plaintiff Osei believed that she had invested $50,000.00 towards creating a skincare line infused with CBD oil with plaintiff Alston and the defendant. Plaintiff Osei was also later asked to commit an additional $10,000.00 loan for the company, which was supposed to be repaid within 30 days by January 11, 2020. To this day, the promissory note she received remains unfulfilled despite the defendant's repeated confirmations that her money would be returned.

62. Plaintiff Osei also believed that she invested $40,000 towards the Moringa Cartel with the defendant. But unknown to her, after she would wire the funds to the specified account given by the defendant, the defendant would instruct plaintiff Alston to transfer the money to another account with "services rendered" listed as the reason. Plaintiff Alston also sent $50,000 of her own money for "services rendered."

63. Besides bank wire records, plaintiffs did not have any investor or financial reports, or receipts to show for the "services rendered". The defendant did not communicate to show the financial breakdown of how he spent their money despite constant requests for updates.

64. To complicate matters further, plaintiff Osei has experienced losses far surpassing $100,000.00. This ordeal has profoundly affected every aspect of her life, taking a toll on her mental, physical, financial, and emotional well-being. Plaintiff Osei found herself plunged into dark periods, contending with daily battles against depression. This debilitating condition substantially impeded her ability to operate her business at its usual peak performance, ultimately leading to severe financial setbacks. The stress has triggered the onset of anxiety, depression, and physical conditions with which she continues to grapple.

65. The total damages resulting from the defendant's fraud against and outright theft from the plaintiffs will be fully established at the time of trial.

COUNT I
FRAUD

Plaintiffs restate and re-allege all facts and allegations contained in the preceding paragraphs as if fully set forth herein.

66. Under Maryland law, a plaintiff must prove five elements to recover for fraud: (1) a representation made by a party was false; (2) its falsity was either known to the party or made with such reckless indifference to the truth to impute knowledge; (3) the misrepresentation was made for the purpose of defrauding some other person; (4) that person reasonably acted in reliance upon the misrepresentation with full belief in its truth, and he would not have done the thing from which damage resulted had it not been made; and (5) the person so acting suffered damage directly resulting from the misrepresentation.

67. The defendant made several false misrepresentations to the plaintiffs. The defendant pledged that, using his extensive experience and valuable connections, he would assist `his girl' in relaunching and expanding her brand, capitalizing on the growing trend of CBD oil, a hot and popular ingredient known for its versatile health benefits, according to WebMD. The defendant claimed that he had successfully orchestrated similar ventures in the past and that his connections would undoubtedly propel plaintiff Alston to new heights.

68. The presented himself as a shrewd businessman with a wealth of experience, an expansive network of connections, and an unshakeable commitment to integrity. The defendant's impressive biography on his companies' websites lent credence to his claims.

69. The defendant expressed a strong interest in helping plaintiff Alston to revive her business and take it to the next level by integrating the business into the ecosystem he had built with other brands. The defendant repeatedly assured plaintiff Alston that he would connect her with industry experts, including 2020cg LLC, a global business development, strategic advisory, and management consulting firm. Their goal was to develop an international brand that would not only secure plaintiff Alston's financial future but also create generational wealth for her and her children. For this "investment," the defendant demanded that plaintiff Osei commit $50,000. For this same "investment," the defendant convinced plaintiff Osei to commit more money.

70. The defendant also misrepresented that he would enter into a separate venture with plaintiff Osei called the Moringa Cartel. Based on this misrepresentation, he caused plaintiff Osei to commit another $40,000 through. Plaintiff Osei would later learn that after she would wire the funds to the specified account given by the defendant, the defendant would then instruct plaintiff Alston to divert the money to another account with "services rendered" listed as the

reason. Plaintiff Alston sent $50,000 of her own money for "services rendered" and also sent all of plaintiff Osei's funds to the same account for "services rendered."

71. Plaintiff would later learn that Moringa Cartel, Inc., did not exist. The documents executed were fraudulent and did not go towards the registration of any company. The funds plaintiff Osei transferred for the purpose of the company did not go towards company expenses or any known expenses. Contrary to the defendant's claims, there were no records indicating the legitimacy of Moringa Cartel as a domestic corporation.

72. Plaintiffs had deposited a significant amount of money with the defendant, had signed documents for the company, but there was evidence that the company for which money was deposited and documents executed ever existed. Plaintiffs also discovered that the second business venture between plaintiff Osei and the defendant, Moringa Cartel, did not exist. There was only a mere reservation of the business name, which by law expired three months after the reservation if not used.

73. Plaintiff Alston would not have given defendant access to her savings and access to her friend's savings in the absence of defendant's misrepresentations. Plaintiff Alston would not have transferred her life's savings to the defendant in the name of an investment in a wellness scheme and allowed the defendant to use plaintiff Alston's relationship with plaintiff Osei to cause plaintiff Osei to transferred her life savings to the defendant in the name of an investment in a wellness scheme or Moringa Cartel.

74. Plaintiff Osei would not have transferred her entire life savings to the defendant in the absence of the defendant's misrepresentations. Plaintiff Osei would not have given her life savings for a company that did not exist and had never existed in absence of the defendant's misrepresentations.

75. The defendant initially demanded that plaintiff Osei should "invest" $50,000 towards creating a skincare line infused with CBD oil with the defendant and plaintiff Alston. Defendant later demanded that plaintiff Osei commit an additional $10,000 as a loan for this first company. This loan was to be repaid within 30 days by January 11, 2020. The promissory note received remains unfulfilled despite the defendant's confirmation that the money would be returned. The defendant also later convinced plaintiff Osei to commit an additional $40,000 to another project, the Moringa Cartel.

76. The full amount of loses the plaintiff suffered through these schemes and more will be proved at trial.

COUNT II
BREACH OF FIDUCIARY DUTY

Plaintiff restates and re-alleges all of the facts and allegations contained in the preceding paragraphs as is fully set forth herein.

77. In Maryland, the elements of a breach of fiduciary duty are: 1) the existence of a fiduciary duty; 2) breach of that duty; and 3) harm.

78. A fiduciary relationship exists between plaintiff Alston and the defendant. Plaintiff and defendant were friends and indeed lovers.

79. The defendant would in multiple ways breach the trust and confidence reposed in him because of a romantic affair by defrauding plaintiff Alston.

80. Plaintiff Alston would later come to realize that the defendant used her vulnerable situation to exploit and defraud her. The defendant defrauded plaintiff Alston to the tune of more than $50,000, her entire life savings.

81. The defendant also used his relationship with plaintiff Alston to reach plaintiff Osei and to get the latter to commit to another $100,000, bringing the fraud to more than $150,000.

COUNT III
CONVERSION

Plaintiff restates and re-alleges all of the facts and allegations contained in the preceding paragraphs as if fully set forth herein.

82. Under Maryland law, conversion is the "wrongful exercise of dominion by one person over the personal property of another."

83. The defendant wrongfully, using various schemes, obtained and exercised dominion and control over the personal property of plaintiffs Alston and Osei, in what can only be described as romance fraud.

COUNT IV
BREACH OF CONTRACT

Plaintiff restates and re-alleges all of the facts and allegations contained in the preceding paragraphs as is fully set forth herein.

84. Under Maryland law, a breach of contract occurs if a party without legal excuse fails to perform an obligation in a timely manner, repudiates a contract, or exceeds a contractual use term, or otherwise is not in compliance with an obligation placed on the party under the law or the agreement. A breach, whether or not material, entitles the aggrieved party to its remedies. But the cumulative effect of nonmaterial breaches also constitute a material breach of an employment contract.

85. Plaintiffs and defendant entered into contracts in which the defendant would perform certain specific functions and services in exchange for large amounts of money. For

instance, the defendant received large sums of money to create two separate companies owned by the three persons in various forms.

86. The defendant obtained the funds but did not create any companies or created further obligations that were later used to siphon even more money from the plaintiffs. The defendant merely diverted the plaintiffs' funds and has failed to account for these funds.

87. The plaintiffs were gravely harmed by the defendant's actions. The defendant siphoned substantial amounts of cash from the plaintiffs in various schemes. The plaintiffs' life savings were severely affected. The full extent of the plaintiffs' loses will be proved at trial.

WHEREFORE, the plaintiffs, AISHA ALSTON AND NANA OSEI, respectfully requests judgment against the defendant in the amount of five hundred thousand dollars ($500,000.00) together with interests, costs, attorney's fees, and any and all other relief to which the plaintiff may be entitled.

PRAYERS FOR RELIEF

WHEREFORE, for the foregoing reasons the plaintiffs AISHA ALSTON and NANA OSEI, respectfully requests the Court to grant the following reliefs:

a. general damages;

b. special damages;

c. punitive damages;

d. attorneys' fees, costs, and disbursements, to the extent permitted by law; and

e. such other and further relief as the court deems just.

JURY DEMAND

Plaintiffs hereby request a trial by jury on the above claims.

Respectfully submitted,

THE ELIRA LAW FIRM, LLC

/s/ Samuel Q. Elira Sr.

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